

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

**BARKAN WIRELESS IP HOLDINGS,
L.P.,**

Plaintiff,

v.

**SPRINT COMMUNICATIONS CO., L.P.,
SPRINT SOLUTIONS, INC., and SPRINT
SPECTRUM L.P.,**

Defendants.

Civil Action No. 2:19-cv-00336-JRG

JURY TRIAL DEMANDED

JOINT STIPULATION ON MOTIONS IN LIMINE

Plaintiff Barkan Wireless IP Holdings, L.P. (“Barkan”) and Defendants Sprint Communications Co. L.P., Sprint Solutions, Inc., and Sprint Spectrum L.P. (“Sprint”), through their respective counsel, have stipulated to the following and agree that all of the following apply to the jury trial in the instant action:

1. Neither party will reference the race, national origin, religion, sexual orientation, or sexual activities of any person, including any party or witness. This agreement shall not be deemed to preclude non-disparaging references to the location where the individual resides or to the individual’s employment history or educational background.
2. Neither party will reference any motions or orders in this case, other than the claim constructions set out in the Court’s *Markman* order, including the fact that either party filed motions *in limine* or that the Court granted or denied any requested relief.

3. Neither party will reference an expert's other affiliations with a party or its counsel on matters not related to the instant action.
4. Neither party will reference the role or presence in the courtroom of jury consultants or shadow jurors, if any, or the use, if any, of jury consultants or jury study or focus groups to assist with trial preparation, jury selection, or trial.
5. Neither party will ask questions during voir dire seeking to commit prospective jurors to a particular range or amount of damages. This agreement does not prevent the parties from asking prospective jurors if they can award an amount of damages that is "fair" or whether there are circumstances in which no damages are fair.
6. Counsel may not make statements regarding personal beliefs or give personal opinions of the case.
7. Neither party will reference privileged material, including asking questions intended to provoke a privileged or protected answer, inquiring into the nature of any fact witness's preparation for testimony with that witness's counsel, or inquiring into the nature of any retained expert's preparation for testimony with that party's counsel. This agreement covers any material that is privileged, including questions justifying a privilege objection or referencing a privilege-log entry.
8. Neither party will make any reference to contingent fees, fees incurred, or fee agreements for legal services. This agreement is not meant to protect discoverable information from experts, such as hourly rates or bills.
9. Neither party will reference the size of any law firm representing any party, the geographic location of the law firm's offices, other matters handled by the law firm or any of its lawyers, other clients or types of clients represented by the law firm or

lawyers, any disciplinary action or investigation into the law firm or lawyer representing any party, and the wealth of any attorney or law firm.

10. Neither party will offer any argument or evidence that the Eastern District of Texas is an improper venue in which to try this case, or suggesting that either party lacks sufficient connection to the Eastern District of Texas. This agreement is not meant to preclude either party from offering otherwise admissible evidence about the background of the parties.
11. Neither party will reference before the jury equitable issues reserved for the Court, such as, but not limited to, inequitable conduct, prosecution history estoppel, estoppel, disclaimer, waiver, or unclean hands.
12. Both parties made objections to form to preserve their rights during depositions. When video or transcripts from such depositions are presented to the jury, all parties will remove all objections, comments, or responses to objections from the subject matter presented to the jury, to the extent practicable.
13. Neither party will reference or offer any argument or evidence concerning any unpledged claims or defenses.
14. Neither party will offer or present any evidence or argument concerning settlement offers Barkan has made to Sprint or Sprint has made to Barkan, or any conduct of or statements made by the parties or their representatives during negotiations, communications, or discussions related to settlement.
15. Neither party will reference or offer any argument, evidence, or suggestion concerning SoftBank's relationship to Sprint.

16. Neither party will reference or offer any argument, evidence, or suggestion that the Court has the power to dismiss frivolous claims.
17. Neither party will reference or offer any argument, evidence, or suggestion concerning infringement under the Doctrine of Equivalents.
18. Neither party will reference or offer any argument, evidence, or suggestion concerning Barkan's separate litigation against T-Mobile.

Dated: February 16, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2021 a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service by email.

/s/ Alexander W. Aiken
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